

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Russell Kauffman	Debtor(s)	CHAPTER 13
Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2005-2	Movant	NO. 24-13538 AMC
vs.		
Russell Kauffman	Debtor(s)	
Kenneth E. West	Trustee	11 U.S.C. Section 362

**MOTION OF DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE
TRUSTEE, FOR NEW CENTURY HOME EQUITY LOAN TRUST 2005-2
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. Movant is Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2005-2.
2. Debtor(s) is/are the owner(s) of the premises 12120 Sweet Briar Road, Philadelphia, PA 19154, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$142,650.00 on the mortgaged premises that was executed on March 15, 2005. The mortgage has been assigned as follows: FROM: New Century Mortgage Corporation, TO: Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2005-2, by assignment of mortgage dated February 28, 2018.
4. Kenneth E. West is the Trustee appointed by the Court.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).
6. Debtor(s) has/have failed to make the monthly post-petition mortgage payments in the amount of \$1,105.56 for the months of November 2024 through January 2025, plus late charges if applicable.

7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred legal fees and legal costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The total amount necessary to reinstate the loan post-petition is \$3,316.68 (plus attorney's fees & costs).

9. Movant is entitled to relief from stay for cause.

10. Carrington Mortgage Services, LLC services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the promissory note. Movant will enforce the promissory note as transferee in possession. Movant is the original mortgagee or beneficiary or the assignee of the Mortgage.

11. All communications sent by Secured Creditor in connection with proceeding against the property including, but not limited to, notices required by state law and communications to offer and provide information with regard to a potential Forbearance Agreement, Loan Modification, Refinance Agreement, Loss Mitigation Agreement, or other Loan Workout, may be sent directly to Debtors.

12. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Denise Carlon

Denise Carlon, Esquire

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